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**Memorandum of Agreement between the Los Angeles Police Department and
California State University Fullerton**

RE: Exploring and Examining Innovative Patrol Operations

June 21, 2004

I. Project Summary and Scope of Work

The purpose of this study is to examine Los Angeles Police Department patrol operations and to explore and evaluate options for operational innovations useful in maximizing a patrol officer's time spent in crime suppression activities.

- ☐ CSUF shall be responsible for performing work described above in project summary and study process.
- ☐ Captain Blake Chow, Commanding Officer, Central Patrol Division shall be designated as LAPD/CSUF research advisor. He shall serve as the principal contact during field research data collection.
- ☐ Assistant Chief George Gascon shall be appointed as the LAPD Chief of Police designee for all final management decision, approval, review, and/or modification to the final report prepared by CSUF staff.

II. Parties to the MOA

The parties to this agreement are:

- ☐ The Los Angeles Police Department hereinafter referred to as LAPD, 150 N. Los Angeles Street, Los Angeles, CA 90012.
- ☐ California State University Fullerton, Division of Political Science, hereinafter referred to as CSUF, PO Box 6848 Fullerton, CA 92834

III. Study Process

The study shall be conducted in a series of three phases. Research and data collection shall be conducted at LAPD Central Patrol Division and involve all personnel involved in whole or in part with Central patrol operations, including other Departmental Offices, Bureaus, Groups and or Divisions.

The research phases are set forth as follows:

Phase I: Background and Data Collection.

CSUF researchers to collect information on patrol methods of operation through

- ☐ Focus Groups
- ☐ Observation, including but not limited to:
 - * Field ride alongs with Patrol Division personnel
 - * Observation of administrative tasks
 - * Review of administrative work and procedures.

Researcher observation requests shall be approved by the research advisor

- ☐ Review of other employee surveys in existence as of May 2004.
- ☐ **Note:** Any formal employee surveys conducted orally or in writing shall not be administered without prior review and approval of the LAPD and Los Angeles Police Protective League.

Phase II: Operational Innovation Probe

Based upon data collected in Phase I, identification of areas for operational modification will be identified. Phase II may also utilize the following:

- ☐ Focus Groups
- ☐ Observation, including but not limited to:
 - * Field ride alongs with Patrol Division personnel
 - * Observation of administrative tasks
 - * Review of administrative work and procedures.

Researcher observation requests shall be approved by the research advisor

- ☐ Review of other employee surveys in existence as of May 2004.
- ☐ **Note:** Any formal employee surveys conducted orally or in writing shall not be administered without prior review and approval of the LAPD and Los Angeles Police Protective League.

Phase III: Organizational System Analysis

Development of options report and presentation to LAPD for input and review.

IV. Management of Study

The Los Angeles Police Department shall maintain management control of the project.

- ☐ The procedures and methods of research used in collecting data on the LAPD and final research report shall be subject to review and approval by the Chief of Police or his designee prior to publication and or submission to a party other than the Los Angeles Police Department.
- ☐ Raw or analyzed research data collected will not be published or released to a party other than the LAPD or California State University Fullerton without approval of the Chief of Police or his designee.
- ☐ The Chief of Police or his designee shall also retain the right to review the final research report and grant final approval of the report, in full or in part, prior to submission to the LAPD or publication.

V. Operational Periods/Term of Contract

The following phases shall generally be completed in the identified time periods:

Phase I (Background): Three months
Phase II (Innovations): Three months
Phase III (Feasibility): Three months

All time periods shall run concurrently. Any extension of the identified time periods for any phase shall be the subject of discussion and agreement between LAPD and CSUF and approved the Chief of Police or his designee.

VI. Allowable Costs and Fees

The Los Angeles Police Department shall not be responsible for any or all funding or fees associated with this project. California State University Fullerton will be responsible for securing external funding for this study.

VII. Indemnification

Pursuant to the provisions of section 895.4 et seq. of the California Government Code, each party to this agreement agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from its acts or omissions in the performance of the Agreement.

In the event of third party loss caused by the negligence, wrongful act, or omission of both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined.

The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

VIII. Confidentiality

While conducting the study described herein, CSUF and its agents involved with the study may receive oral or written communications or have access to documents that are confidential or protected from public disclosure by specific statutory and common law privileges. For example, the LAPD considers information concerning criminal investigations to be confidential and privileged, and personnel information concerning police officers and other employees of the Department is privileged and private. Therefore, with the exception of information contained in the final report as approved by the LAPD, any information obtained by CSUF or its agents in connection with the study shall not be used for any purpose unrelated to the study and shall not be communicated in any manner to anyone outside the LAPD who is not officially involved in the study.

IX. Presentation of Final Report

It is recognized the final report may be subject to distribution outside the LAPD and published in various academic journals.

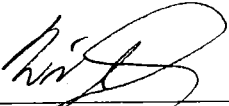
- ☐ The LAPD Chief of Police or his designee shall have final authority for approval of the report, prior to distribution outside the LAPD or publication.
- ☐ The Chief of Police or his designee retains the right to add, modify, or delete portions of the report prior to final approval.

X. Modification of Agreement

The terms of this MOA may not be changed, added too, modified or deleted, in whole or in part, except upon written agreement between the LAPD Chief of Police or his designee, and CSUF.

XI. Termination

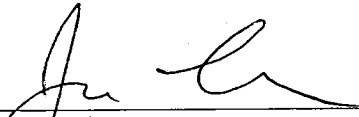
Either party may terminate this MOA upon 60 days written notice to the other party.



WILLIAM J. BRATTON
Chief of Police

9/21/2004

Date



DR. JAMES LASLEY
California State University Fullerton

6/29/04

Date